

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2020-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT
WITH THE POLARIS TECH CHARTER SCHOOL FOR THE USE
OF THE ATHLETIC FACILITIES AT THE AIRPORT FIELD
COMPLEX.

WHEREAS, Jasper County is the owner of real property having the Tax Map Number 063-21-01-004 generally known as the Airport Field Complex (the “Facility”) adjacent to the Richard Claude Dean Regional Airport in Ridgeland, South Carolina bearing; and

WHEREAS, the Polaris Tech Charter School is a State Charter School which shares with Jasper County the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities; and

WHEREAS, Jasper County and Polaris Tech previously has a one year Memorandum of Understanding which, among other things, provided for the non-exclusive use of the Facility in exchange for their assistance in cultivating, grading, and laying of new sod on the Game Field with grass, and now desire to enter into an extension of that initial agreement by execution of the attached Memorandum of Understanding/Lease Agreement (“Facilities Agreement”), which, among other things, provides for an allocation of responsibilities and terms for the use and occupancy of the Facility; and

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Facilities Agreement, which will provide enhanced recreational opportunities not just for the students of Polaris Tech Charter School, but the general citizenry of Jasper County from time to time;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council approves the Memorandum of Agreement/Lease of the Airport Facilities as described above to the Polaris Tech Charter School on terms substantially consistent with those include in the attached Exhibit “A;” and upon approval of the Memorandum of Understanding/Lease Agreement, and other related

documents by the County Attorney, the County Administrator shall be and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Memorandum of Agreement/Lease Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

2. This ordinance shall take effect upon approval by Council.

Henry Etheridge
Chairman

ATTEST:

Tisha Williams
Acting Clerk to Council

First Reading: June 1, 2020
Second Reading: July 6, 2020
Public Hearings: July 6, 2020
Adopted: _____

It is required that the following Exhibit be attached before the second reading:

MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT “A”

Memorandum of Understanding (MOU)

Between

**Jasper County Parks and
Recreation Department**

And

Polaris Tech Charter School



**Memorandum of Understanding (MOU)
Between**

**Jasper County Parks and
Recreation Department**

And

Polaris Tech Charter School

**For Use of
The Jasper County Parks and Recreation Division
Airport Field Complex (Old Jaycees' Field)**

This Memorandum of Understanding (MOU) establishes collaboration between the Jasper County Parks and Recreation Department, 358 Third Avenue, Ridgeland, SC 29936 (Attn: County Administrator) and Polaris Tech Charter School, 1508 Grays Highway, Ridgeland, SC 29936.

I. MISSION

The Jasper County Parks and Recreation Department (the "Department") is committed to enhancing its community through collaborative efforts to provide the best recreation facilities, programs, and event opportunities that promote a safe, fun, and entertaining environment.

Together, the Parties enter into this MOU to establish collaboration, whereas the Department will provide athletic facilities and services at the "Airport Field Complex" (old Jaycees field) to serve as practice and game facilities for the Polaris Tech Charter School Athletic Teams. Accordingly, the Department and Polaris Tech Charter School, operating under this MOU agree as follows:

II. PURPOSE AND SCOPE

The Department and Polaris Tech Charter School share the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities that provide a safe environment for all participants and guests to the facility.

The primary beneficiaries of this MOU are the Polaris Tech Charter School Athletic Teams and their respective fanbase, visiting teams and respective fanbase along with members of the public. Note that this MOU will not prevent other teams of the Department or other schools / Leagues from using the facility when it is not being used by students of Polaris Tech.

III. RESPONSIBILITIES

Each party will appoint individuals to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Dr. Melissa Crosby, Executive Director, Polaris Tech Charter School

melissacrosby@polaristech.org - 843.908.2117

Johnny Davis, Parks and Recreation Department Director

jmdavis@jaspercountysc.gov – 843.247.2582

A. The Department will: *Regarding “Airport Field Complex” usage*

- Provide use and accessibility of the “Airport Field Complex” for Polaris Tech Charter School for home games for the fall and spring soccer season. (Aug. 1st – May 1st)
- Provide access for athletic practices during the hours of 4:00pm to 6:00pm, Monday thru Friday.
- Provide game day support to open facilities and turn on the field lights or issue keys to the Athletic Director in lieu of staff support.
- Provide routine maintenance (grass cutting, fertilizing, etc.) and repairs of grounds and related facilities inside the Airport Field Complex, to include the maintenance of an existing irrigation system adequate to maintain the turf of the “Game Field Area”
- Provide Department contact information including office phone number, cell phone and email of essential staff.
- Maintain general liability insurance for this facility.

B. Polaris Tech Charter School Athletic Teams will:

- Furnish the Department with a schedule of all games 30 days prior to the start of the season.
- Provide portable restrooms for each game with necessary supplies for players and visitors.

- Furnish all necessary field equipment for game day related needs that follow “Department” usage compliance.
- Notify the Parks Director or designee of schedule changes due to cancellations, forfeitures, deletions, additions with 48 hours. **Changes for use of fields for games cannot be guaranteed or scheduled until such changes are cleared through the Park Director or designee and by availability.*
- Be responsible for all game day related gate and concession sales to include set up and take down. Polaris Tech Charter School shall be responsible for obtaining any applicable licenses.
- Be responsible for any cleanup related to field usage and concession sales within the turf complex and along Airport Road where vehicles may have parked immediately following the end of gameday activities. .
- Provide the Parks Director with the Polaris Tech Charter School Athletic Teams, related coaches contact information including office phone number, cell phone and email of essential staff.
- Comply with all applicable laws, statutes, regulations, and ordinances set forth by Jasper Co. Parks Department and the S.C. High School League.
- Provide certified athletic trainers for all activities and security during games. Polaris Tech Charter School Athletic Teams shall be responsible for scheduling and payment of any additional costs required in order to provide athletic trainers and security.
- Pay a maintenance fee of \$250 / month during the athletic season (Aug. - May) to help with water for irrigation, electricity, trash collection and cost of maintaining the field (grass cutting, fertilizing, etc).
- Retain insurance on all Polaris Tech Charter School Athletic Teams, coaches, players, officers, employees, and agents, while utilizing such facilities. A copy of certificate of insurance shall be provided to the Parks Department prior to the start of the season.

IV. NOTICE OF PRIORITY FOR EMERGENCY SERVICES (ES) USAGE / PARKING

- In the event that a Local or State Emergency is issued or an Emergency Services (ES) / National Guard Training exercise is deemed necessary which calls for use of the “Airport Field Complex”, all parties involved will give priority for the field to be used as such.
- ES will not be liable for any damages that may occur to the “Airport Field Complex” as

a result of the exercises or logistical set up, however they will work to try and operate in a manner resulting in as little damage as possible. A Logistics Map will be created by the ES staff and approved by the Parks and Recreation Director, ES Director and a representative of Polaris Tech.

- Polaris Tech Charter School will work to insure that no player, coach or spectator parks on any portion of Airport property or ES staff parking lot. In addition all vehicles will be towed if they are deemed as blocking any exits, portions of road / access points that prevent emergency vehicles from getting to and from the “Airport Field Complex” or Airport.

V. TERMS OF UNDERSTANDING

The term of this MOU is from Aug. 1, 2020 through May 1, 2021. It shall be reviewed to ensure that it is fulfilling its purpose and intent as well as to make any necessary revisions. Failure by Polaris Tech Charter School to meet any obligations outlined in this agreement may result in early termination of this agreement.

VI. INSURANCE

Polaris Tech Charter School Athletic Teams shall provide comprehensive General Liability Insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and minimum limits of liability for property damage in the amount of \$1,000,000 for each occurrence. Polaris Tech Charter School Athletic Teams shall also name Jasper County as “additionally insured” and present a copy of Certification of Insurance to the Department.

VII. INDEMNIFICATION AND HOLD HARMLESS

Polaris Tech Charter School Soccer Team shall not hold the Department liable for damages for personal injuries, damages to personal properties, damages to Polaris Tech Charter School Athletic Team properties, or death of any person(s). Polaris Tech Charter School Athletic Teams hereby indemnifies and holds the Department harmless from any and all claims, demands, judgments, losses, and expenses, including reasonable attorney’s fees, arising out of or resulting from the activities of Polaris Tech Charter School Athletic Teams, its employees, agents, spectators, or officers.

VIII. APPLICABLE LAWS

This MOU shall be governed by and construed in accordance with the laws of the State of South Carolina as well as the laws, statutes, and ordinances of Jasper County.

IX. NOTICES

All notices required to be given under this MOU shall be delivered to the individuals who are listed below as signatories. Any party signing this document certifies that they have read this MOU, understands it, voluntarily agrees to its terms, and possesses the requisite authority to

represent and legally bind the party on whose behalf he/she signs. This MOU supersedes any verbal, unwritten or written contract, agreement, understanding or MOU previously existing between the parties or believed to exist between the parties.

X. AUTHORIZATION

This Memorandum of Understanding is an agreement between the parties signed here. The undersigned officials are duly authorized to enter into this MOU for the respective organizations.

XI. ATTACHMENT

A map of the Airport Field Complex is attached.

Agreed and Accepted.

Johnny M. Davis	Date
Parks Director	
County of Jasper	

Dr. Melissa Crosby	Date
Polaris Tech Charter School	
Executive Director	

Andrew P. Fulghum	Date
Administrator	
County of Jasper	